

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the 3rd day of February, 2015, by and between these parties:

City Tele-Coin Company, Inc. (hereinafter referred to as "CTC"), and

Marion County Board of Supervisors (hereinafter referred to as "MARION")

WHEREAS, MARION has requested **CTC** to perform the services hereinafter described and **CTC** has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, **MARION** and **CTC** hereby agree:

(A) THE WORK

MARION agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate and pay telephone communication services, and that said communications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. **CTC** shall install, service, and maintain inmate and pay telephone services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of **MARION**. **CTC** will be responsible for any and all local, long distance, and equipment charges. **CTC** shall remit to **MARION** its portion of the revenues as set out herein below. Parties acknowledge that **CTC** shall be the exclusive provider of such services during the time this agreement is in force and effect.

(1) LOCATIONS

- (a) Marion County Regional Correctional Facility**
503 South Main Street
Columbia, Mississippi 39429

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(B) COMMISSIONS

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to MARION commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

- (1) Rate – CTC shall remit commissions pursuant to MARION's election directly hereunder of either **Option A** or **Option B**, to wit:

☐ **OPTION A** (USAGE REVENUE ON ALL TRAFFIC)

CTC shall remit to MARION **60% (Sixty Percent) on the County Side of the Facility and 40% (Forty Percent) on the State Side of the Facility** of all *Usage Revenue* generated through *Traditional Collect, Prepaid Collect, and Prepaid Inmate Calling Card* telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by MARION, as listed in Section A "The Work" and processed by CTC's call processing system. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.

☐ **OPTION B** (USAGE REVENUE ON COLLECT & PREPAID TRAFFIC; PURCHASE DISCOUNT ON CARDS)

CTC shall remit to MARION **60% (Sixty Percent) on the County Side of the Facility and 40% (Forty Percent) on the State Side of the Facility** of all *Usage Revenue* generated through *Gross Collect and Direct Pay* telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by MARION, as listed in Section A "The Work" and processed by CTC's call processing system. CTC shall issue to MARION a Purchase Discount of **60% (Sixty Percent) on the County Side of the Facility and 40% (Forty Percent) on the State Side of the Facility on Prepaid Inmate Calling Cards** at any time such purchase is made by MARION. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.

- (2) Remittance and Acceptance – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to MARION on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by MARION, and shall be made within 30 days after receiving said commission payment. Acceptance of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.
- (3) Adverse Conditions – At any time while this contract is in force and effect, should the Mississippi Public Service Commission, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes MARION'S generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

(C) TERMS

The initial term of this agreement shall be for period beginning _____, 20____, with the initial term completed at Sixty (60) Months. CTC or MARION, at its option, has the right to renew or refuse this contract, under the terms and conditions set forth by this contract, by giving certified notice to MARION or CTC. Any certified notice is to be mailed Ninety (90) days prior to termination date of this contract to the address provided herein. This initial contract shall continue in force automatically for additional Twelve (12) Month periods should no action be taken by either party.

(D) ASSIGNMENT

CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

(E) EQUIPMENT

CTC agrees to provide for MARION adequate equipment with the ability to perform monitoring, recording, and cut off switches. CTC has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until MARION is given ten (10) days written notice of CTC's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. CTC agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CTC. CTC agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by MARION, subject to industry standards.

(F) OBLIGATIONS OF MARION

MARION agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to CTC; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by CTC and its employees or agents as needed by CTC; (iv) Allow CTC to affix signs to the equipment, as required by law. Said signs are to be furnished by CTC, and MARION will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties.

(G) DEFAULT

In the event either party fails to perform one of its obligations under this agreement (i) *by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement*, and such default or failure continues for more than thirty (30) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with thirty (30) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, (iv) *or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement*, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

(H) GOVERNING LAW

This Agreement and the rights and obligations of MARION and CTC hereunder shall be subject to and interpreted in accordance with the laws of the State of Mississippi.

(I) NOTICES

Notices or other communications required to be given under this agreement shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

TO MARION: Marion County Board of Supervisors

Attn: Calvin Newsom
219 Broad Street
Columbia, Mississippi 39429

(PH) 601-736-7382
(FX) 601-736-4473

TO CTC: City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.
4501 Marlena Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707
(FX) 318-746-1214

(J) EQUIPMENT OWNERSHIP

MARION acknowledges and agrees that **CTC** shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

(K) HOLD HARMLESS

- (1) **MARION** agrees to defend, hold harmless, and indemnify **CTC** from any and all damages, of any nature and kind, caused by **MARION**, its agents, employees, or assigns, whether the damage be to the person or property, and shall include but not be limited to attorney fees incurred by **CTC** in defense of a claim for damages caused by **MARION**.
- (2) **CTC** agrees to defend, hold harmless, and indemnify **MARION** from any and all damages, of any nature and kind, caused by **CTC**, its agents, employees, or assigns, whether the damage be to person or property, and shall include but not be limited to attorney fees incurred by **MARION** in defense of claim for damages caused by **CTC**.

(L) REPAIR SERVICE

CTC shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. **CTC** shall respond within 24 hours after receipt of verbal notice or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of **CTC** such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Noticejerry@citytelecoin.com, jerryjr@citytelecoin.com
- (iv) Emergency.....318-746-3920 or 318-747-9208

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(M) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

(N) SEVERABILITY

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

THUS DONE AND SIGNED on this 3rd day of February, 20 15.

City Tele-Coin Company, Inc.

By: _____

Signature

Gerald L. Juneau

Print Name

President & CEO

Title

Marion County Board of Supervisors

By: _____

Signature

Derek Mingo

Print Name

Warden

Title

Marion County, Mississippi

By: _____

Signature

Print Name

Title

ATTACHMENT 1

Technology Bonus

CTC shall remit to **MARION** a Technology Bonus in the amount of 7 (Seven) desktop computer work stations with monitors, Dell OptiPlex 3010 or compatible, 1 (one) Laptop, Dell Inspiron 15 or compatible and 2 handheld cell phone detectors, all of which will be due upon system installation date.

THUS DONE AND SIGNED on this 3rd day of February, 20 15.

City Tele-Coin Company, Inc.

By: _____

Signature

Gerald L. Juneau

Print Name

President & CEO

Title

Marion County Board of Supervisors

By: _____

Signature

Derek Mingo

Print Name

Warden

Title

Marion County, Mississippi

By: _____

Signature

Print Name

Title

ATTACHMENT 2

Annual Technology Bonus

CTC shall remit to **MARION** an annual Technology Bonus in the amount of \$4,000.00 (Four Thousand Dollars and Zero Cents) in cash, for JMS payment, due upon system installation.

THUS DONE AND SIGNED on this 3rd day of February, 20 15.

City Tele-Coin Company, Inc.

By: _____

Signature

Gerald L. Juneau

Print Name

President & CEO

Title

Marion County Board of Supervisors

By: _____

Signature

Derek Mingo

Print Name

Warden

Title

Marion County, Mississippi

By: _____

Signature

Print Name

Title